

CITY COUNCIL AGENDA REQUEST FORM

Today's date: 12 / 14 / 17

Date of meeting 1 / 17 / 18

(City Council meetings are held the 1st and 3rd Wednesday of each month.)

Name of Citizen, Organization, Elected Official, or Department Head making request:


Public Works

Address: 1123 Lake Street

Phone number and email address: 208-255-1877

Authorized by:

RYAN LUTTMANN
name of City official


City official's signature

(Department Heads, City Council members, and the Mayor are City officials.)

Subject: Oak Street Bike Track & Sidewalk, Final Design and Authorization to Bid

Summary of what is being requested: After several years' work, two public meetings and ITD review, the Oak Street Bike Track & Sidewalk project is ready to bid. Anticipated date to start work will be

April, 2018.

The following information MUST be completed before submitting your request to the City Clerk:

1. Would there be any financial impact to the city? ☐ Yes ☒ No

If yes, in what way? Match funding is from SURA, will require staff time to administer contract

and administer project.

2. Name(s) of any individual(s) or group(s) that will be directly affected by this action:

Have they been contacted?
Yes or No

Adjacent Residents

Yes

3. Is there a need for a general public information or public involvement plan? **Yes or No**

If yes, please specify and suggest a method to accomplish the plan: ☐ Yes ☒ No

4. Is an enforcement plan needed? **Yes or No** Additional funds needed? **Yes or No**

☐ Yes ☒ No

☐ Yes ☒ No

5. Have all the affected departments been informed about this agenda item? **Yes or No**

☒ Yes ☐ No

This form must be submitted no later than 5 working days prior to the scheduled meeting. All pertinent paperwork to be distributed to City Council must be attached.

ITEMS WILL NOT BE AGENDIZED WITHOUT THIS FORM

**CITY OF SANDPOINT
AGENDA REPORT**

DATE: 12/26/2017

TO: Mayor Rognstad and City Council

FROM: Ryan Luttmann, PW Director

SUBJECT: Oak Street Bike Track & Sidewalks KN19138

DESCRIPTION/BACKGROUND: Based on the long-term recommendations for Oak St. found in the Downtown Street Plan & Design Guide (page 23), the City staff prepared a preliminary design, gathered public input and received Council approval to apply for this Community Choices for Idaho grant in 2013. In February of 2014, the City applied for and was awarded funding of this project. After the City was awarded funding by ITD, Council approved a State/Local Agreement on July 1, 2015. Through the process of developing preliminary drawings, the City received comments and reviewed the plan iterations with the Pedestrian and Bicycle Advisory Committee. To address comments received at second public input meeting on July 11, 2017 staff made design adjustments in developing the final plans. One change requested by the Public includes not moving the curb along Oak from Boyer to Sixth to protect existing trees. Without moving the curb, separated bike lanes were not feasible, so for this block sharrows will remain. Also in response to public input, we incorporated diagonal parking with the separated bike path between new sidewalk and the parked cars on the north side of Oak from Sixth Avenue to Fifth Avenue. The separated bike lanes continue across intersection of Fifth Avenue at the location of existing Rectangular Rapid Flashing Beacons and then return to sharrows. All of the sidewalk originally planned for replacement will be brought up to current ADA standards. The City submitted the Plans, Specifications and Estimate (PS&E) package to ITD at the end of September, 2017. ITD reviewed the final plans and provided authorization to the City to advertise and bid the project on December 23, 2017. We expect to put this project out to bid early in 2018 and start construction in the spring of 2018. The original grant was for \$300,000 with \$100,000 match funding reimbursed through the Sandpoint Urban Renewal Agency (SURA) to cover the estimated \$400,000 cost of construction.

STAFF RECOMMENDATION: Approve the final design and bid documents

ACTION:

WILL THERE BE ANY FINANCIAL IMPACT? HAS THIS ITEM BEEN BUDGETED?

There will not be a financial impact. The required match funding is approved for reimbursement through the Sandpoint Urban Renewal Agency and this project was anticipated within the current fiscal year.

ATTACHMENTS:

1. Estimated Cost
2. Advertisement for Bids, Bid Forms & Contract
3. 7/24/2013 Public Meeting Summary
4. 7/11/2017 Public Meeting Summary
5. Final Drawings submitted to ITD

ITD Project KN19138
Estimated Cost

#	Desc.	Unit	Qty	Unit \$	Unit Total
1	Mobilization	LS	1	\$23,700.00	\$23,700.00
2	Demo & Excavation	LS	1	\$35,000.00	\$35,000.00
3	3/4" Minus Gravel Fill	TN	1200	\$30.00	\$36,000.00
4	Cap Rock	TN	75	\$25.00	\$1,875.00
5	4" Concrete Thickened Edge	SF	1100	\$8.45	\$9,295.00
6	4" Colored Concrete	SF	1125	\$12.00	\$13,500.00
7	6" Colored Concrete	SF	800	\$17.50	\$14,000.00
8	4" Concrete	SF	7735	\$7.00	\$54,145.00
9	6" Concrete	SF	2525	\$8.65	\$21,841.25
10	RRFB Foundation	EA	4	\$1,000.00	\$4,000.00
11	6" Curb & Gutter	LF	739	\$20.00	\$14,780.00
12	6" Armored Curb	LF	605	\$40.00	\$24,200.00
13	6" X 6" Path Curb	LF	535	\$16.00	\$8,560.00
14	Valley Curb	LF	275	\$40.00	\$11,000.00
15	Truncated Dome Panels	EA	40	\$500.00	\$20,000.00
16	WSDOT Type 1 Catch Basin	EA	5	\$1,500.00	\$7,500.00
17	48" Dia. Man Hole	EA	1	\$2,800.00	\$2,800.00
18	6" 3034 Pipe	LF	215	\$28.00	\$6,020.00
19	Asphalt Paving	TN	201	\$85.00	\$17,085.00
20	Paint Striping	SF	1335	\$4.40	\$5,874.00
21	New Signs & Poles	EA	7	\$225.00	\$1,575.00
22	Sandy Loam Top Soil	CY	100	\$60.00	\$6,000.00
23	Restoration & Clean Up	LS	1	\$2,475.00	\$2,475.00
24	Traffic Control	LS	1	\$4,900.00	\$4,900.00
25	Erosion Control	LS	1	\$2,475.00	\$2,475.00
26	Engineering & Surveying	LS	1	\$14,280.00	\$17,265.00

Estimated Base Bid Total \$365,865.25

The available Construction funding for this project is \$366,019.00. Based on this Estimated Cost, I anticipate the Owner will award the Base Bid \$365,865.25. Total Available Funding for the project is \$392,000. The Balance between Available Funding and Estimated Cost can be used for a 5% contingency (\$18,300) and additional engineering (\$7,683) as required.

This Estimate Prepared By Bruce Robertson
For the City of Sandpoint

Bruce W. Robertson

Date

9-20-17



Project: Oak Street Bike Track & Sidewalk, Sandpoint
Key No. 19138

CITY OF SANDPOINT

ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN that the CITY OF SANDPOINT will accept bids until 2:00 PM on November 24th, 2017 for:

City of Sandpoint, Oak Street Bike Track & Sidewalks, Sandpoint – equipment, labor, and materials for construction of approximately 13,000 SF of concrete, 14 pedestrian ramps, 1850 LF curb, 5 catch basin, 185 Tons Asphalt, and related items to include demolition, excavation, base material, erosion & sedimentation control, and restoration.

Bids shall be submitted in a sealed envelope, and shall be clearly labeled “SEALED BID – CITY OF SANDPOINT – **Oak Street Bike Track & Sidewalks, Sandpoint**”. The bidder’s name, address, and acknowledgement of all addendums issued shall be printed in the upper left corner of the envelope. Bids shall be submitted to Sandpoint City Clerk; 1123 Lake Street, Sandpoint, ID 83864, by the time and date set forth above and shall be opened and publicly read aloud at 2:05 p.m. on said date in the Upstairs Conference Room of the City of Sandpoint.

The Contract Documents and Bidding Information are on file for examination at the offices of City of Sandpoint Public Works Department, 1123 Lake Street Sandpoint, Idaho 83864

Contractors and Subcontractors for this project shall be licensed in the State of Idaho by the Idaho Public Works Contractor’s State License Board in the Class and Type specified for the value and scope of work to be done in accordance with the provisions of Title 54, Chapter 19, Idaho Code as amended. The Contractor and Subcontractors shall possess a license in the Class and Type required prior to signing a contract for said project. Performance and Materials bonding is required.

This is a Federal-aid project subject to certain non-discrimination, buy American, and Davis Bacon Wage Act requirements. Please read the attached documentation and contact the owner if you are uncertain of what these requirements are and how they apply to you. Any objection to the contents or terms of the Specifications shall be raised five (5) days before Bids are to be opened or it shall be deemed to have been waived.

The selection of the low bidder will be based upon the base bid , of all responsive bids.

The City of Sandpoint reserves the right to waive informalities or to reject any and all bids.

Dated this _____
City of Sandpoint
Ryan Luttmann

Publish (per ID Code): October XX, 2017
 November XX, 2017

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free “hotline” Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Standard Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities

The “hotline” is part of the DOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Project: Oak Street Bike Track & Sidewalk, Sandpoint
Key No. 19138

BID PROPOSAL

TO: Mayor and City Council
City of Sandpoint, Idaho

Date: _____

This proposal is submitted as an offer by the undersigned to enter into contract with the City of Sandpoint, Idaho as represented by the City Council, hereinafter referred to as the 'CITY' for **Oak Street Bike Track & Sidewalks, Sandpoint**, specified herein and which construction documents are on file with the City Engineer, 1123 Lake St. Sandpoint, ID 83864 and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

1. All project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that he has received or made himself aware of any and all existing site conditions that may affect the proposed work.
3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
4. The undersigned further agrees that the CITY shall have the right to accept or reject any bid deemed to be in the best interest of CITY.
5. Bidder agrees that, within seven (7) calendar days after receipt of the contract from the CITY, he will execute the contract in the required form, of which the Instructions to Bidders, Bid Proposal, and Technical Provisions are a part.
6. The undersigned, as a bidder, acknowledges that Addenda No. ____ through ____ have been delivered to him and have been examined as part of the contract documents.
7. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph 3 of the Contract Agreement.
8. The undersigned agrees to obtain the appropriate Idaho Public Works license prior to contract award if not already licensed.
9. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16. License No.'s may be given as 'pending'.

THIS PAGE MUST BE COMPLETED & RETURNED WITH YOUR BID DOCUMENTS

Project: Oak Street Bike Track & Sidewalk, Sandpoint
Key No. 19138

<u>Subcontractors</u>	<u>Trade Specialty</u>	<u>Idaho Public Works License No.</u>	<u>\$ Amount</u>
a.			
b.			
c.			
d.			
e.			

11. The undersigned has included with the bid the following forms and information:
- a. Bid Schedule
 - b. Bidder's Non-Collusion Affidavit
 - c. Bidder's Drug-Free Workplace Affidavit
 - d. License Requirements for Plumbing, Electrical, and HVAC Work
 - e. Bidder's Registration (DBE Related)
12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for **Oak Street Bike Track & Sidewalks, Sandpoint** as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for prices in accordance with the completed Bid Schedule.

THIS PAGE MUST BE COMPLETED & RETURNED WITH YOUR BID DOCUMENTS

Project: Oak Street Bike Track & Sidewalk, Sandpoint
Key No. 19138

BID SCHEDULE

Date: _____

Name of Company: _____

Item No.	Description	Qty	Unit	Unit Price	Total Price
1.	Mobilization	1	LS	\$ _____	\$ _____
2.	Demo & Excavation	1	LS	\$ _____	\$ _____
3.	¾" Minus Gravel Fill	1200	TN	\$ _____	\$ _____
4.	Cap Rock	75	TN	\$ _____	\$ _____
5.	Concrete, 4" Thick (w/thickened edge)	1100	SF	\$ _____	\$ _____
6.	Concrete, Colored 4" Thick	1125	SF	\$ _____	\$ _____
7.	Concrete, Colored 6" Thick	800	SF	\$ _____	\$ _____
8.	Concrete, 4" Thick	7735	SF	\$ _____	\$ _____
9.	Concrete, 6" Thick	2525	SF	\$ _____	\$ _____
10.	RRFB Foundation	4	EA	\$ _____	\$ _____
11.	6" Curb & Gutter	739	LF	\$ _____	\$ _____
12.	6" Armored Curb & Gutter	605	LF	\$ _____	\$ _____
13.	6" X 6" Path Curb	535	LF	\$ _____	\$ _____
14.	Valley Curb	275	LF	\$ _____	\$ _____
15.	Cast Iron Truncated Dome Panels	40	EA	\$ _____	\$ _____
16.	WSDOT Type 1 CB	5	EA	\$ _____	\$ _____
17.	48" Manhole	1	EA	\$ _____	\$ _____
18.	6" 3034 Pipe	215	LF	\$ _____	\$ _____
19.	Asphalt Paving	201	TN	\$ _____	\$ _____
20.	Paint Striping	1335	SF	\$ _____	\$ _____
21.	Signs	7	EA	\$ _____	\$ _____
22.	Sandy Loam Top Soil	100	CY	\$ _____	\$ _____
23.	Erosion Control	1	LS	\$ _____	\$ _____
24.	Restoration & Clean Up	1	LS	\$ _____	\$ _____
25.	Traffic Control	1	LS	\$ _____	\$ _____
26.	Construction Staking	1	LS	\$ _____	\$ _____
Total Base Bid				\$ _____	

Bidder Idaho PW License No. _____
(with federal funding, required at time of signing contract)

THIS PAGE MUST BE COMPLETED & RETURNED WITH YOUR BID DOCUMENTS

Project: Oak Street Bike Track & Sidewalk, Sandpoint
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Bid Signatures:

By: _____
(Print Name & Title)

Signature: _____

Date: _____

The quantities listed above are approximate and for bidding purposes only. Payment will be made by the unit price for the actual quantity installed.

The City reserves the right to reject any or all bids.

THIS PAGE MUST BE COMPLETED & RETURNED WITH YOUR BID DOCUMENTS

Project: Oak Street Bike Track & Sidewalk, Sandpoint
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Exhibit "E"

BIDDERS NON-COLLUSION AFFIDAVIT

By signing this bid proposal, the Bidder being duly sworn states that the firm, association or corporation to whom this contract is to be awarded has not by or through any of its officers, partners, owners or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this contract.

AFFIDAVIT AND CERTIFICATE OF VERIFICATION

STATE OF _____

COUNTY OF _____

Subscribed and sworn (or affirmed) before me this _____ day of _____ 20____.
I, _____, a notary public, do hereby certify that on this date,
personally appeared before me, _____, known or identified to me
to be the person whose name and title is subscribed to the foregoing instrument, acknowledged to me that
he/she signed the foregoing document, and that the statements therein contained are true.

Notary Public _____

Signature _____

Residing at: _____

Commission Expires _____

THIS PAGE MUST BE COMPLETED & RETURNED WITH YOUR BID DOCUMENTS

Project: Oak Street Bike Track & Sidewalk, Sandpoint
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Exhibit "F"

BIDDER'S DRUG-FREE WORKPLACE AFFIDAVIT

**CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE**

STATE OF _____
COUNTY OF _____

The undersigned being duly sworn upon oath, deposes and says that _____ complies
(Contractor Name)
with the provision of Section 72-1717 Idaho Code (Drug Free Workplace program) that

_____ provides a drug-free workplace program that complies with the provisions of
(Contractor Name)

Idaho Code, Title 72, Chapter 17 and will maintain such program throughout the life of a state

construction contract and that _____ shall subcontract work only to subcontractors
(Contractor Name)
meeting the requirements of Idaho Code, Section 72-1717(1) (a).

(Name of Contractor)

(Address)

By _____
(Signature)

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public for _____

Residing at _____

My Commission Expires _____

THIS PAGE MUST BE COMPLETED & RETURNED WITH YOUR BID DOCUMENTS
Failure to complete this form as required shall render the bid unresponsive and void.

LICENSE REQUIREMENTS FOR PLUMBING, ELECTRICAL, AND HVAC WORK

Project: Oak Street Bike Track & Sidewalk, Sandpoint
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The Bidder must comply with Idaho Code Section 67-2310. The Bidder shall provide the name, address, Division of Building Safety License Number, and Public Works Contractors License Number of the firm(s) who shall, in the event the Bidder secures the contract, complete the plumbing, electrical, or HVAC work under the contract.

For Federal Aid Projects, securing an Idaho Public Works Contractors License may not be required until award, as stated in Subsection 107.03 - Licensing of Contractors.

No Bidder shall name any subcontractor or sub-subcontractor in the bid unless the Bidder has received communication from the subcontractor or sub-subcontractor.

If plumbing, electrical or HVAC work is to be self-performed, provide Bidder's information. If work is to be performed by Subcontractor(s) or Sub-Subcontractor(s), their information shall be provided.

A. Plumbing work by: _____ residing at _____
whose Idaho Public Works Contractors License No. is _____ Plumbing Amount: \$ _____
and whose Plumbing Contractor License No. is _____.

B. Electrical work by: _____ residing at _____
whose Idaho Public Works Contractors License No. is _____ Electrical Amount: \$ _____
and whose Electrical Contractor License No. is _____. **If required by special provision, name an Electrical Contractor above or explain here why an Electrical Contractor is not required:** _____

C. HVAC work by: _____ residing at _____
whose Idaho Public Works Contractors License No. is _____ HVAC Amount: \$ _____
and whose HVAC Contractor License No. is _____.

THIS PAGE MUST BE COMPLETED & RETURNED WITH YOUR BID DOCUMENTS

CITY OF SANDPOINT CONTRACT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20____, by and between the CITY OF SANDPOINT, a municipal corporation of the State of Idaho, hereinafter called "CITY", and _____ doing business as a _____, hereinafter called "CONTRACTOR".

That for and in consideration of the payments and agreements hereinafter set forth, the parties agree as follows:

1. CONTRACTOR will commence and complete the Project that includes: concrete sidewalk, accessible corners, curb & gutter, and asphalt paving (also see Exhibit 'K' Drawings).
2. CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.
3. CONTRACTOR will commence the work required by the Contract after receiving notice to proceed and will complete the work no later than by June 21st, 2018, unless the period for completion is otherwise extended by the Contract Documents.
4. CONTRACTOR agrees to perform all of the work described herein in accordance with the General Conditions (Exhibit 'A') and comply with the terms therein for the unit prices as shown in the Bid Proposal.
5. CONTRACTOR agrees to indemnify, defend and hold harmless City, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the act and/or any performances or activities of CONTRACTOR, CONTRACTOR's agents, employees, or representatives under this Agreement.
6. CITY will pay CONTRACTOR, based on the unit prices for measurement of actual work completed, within 60 days of completion and acceptance of work on the Project. No retainage will be withheld.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. All exhibits are hereby incorporated by reference as if fully set forth herein.
8. If the work is not completed within the time specified, CONTRACTOR agrees to pay to the CITY the sum of \$500.00 for each and every calendar day said work remains uncompleted after expiration of the specified time, as liquidated damages and not as a penalty.

Project: Oak Street Bike Track & Sidewalk, Sandpoint
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9. CONTRACTOR agrees to a two (2) year guarantee period for all labor, material and workmanship after receiving the Certificate of Substantial Completion. CONTRACTOR shall provide the necessary warranty to OWNER.

10. CONTRACT DOCUMENTS incorporated herein by this reference include:

ADVERTISEMENT FOR BIDS
BID PROPOSAL
BID SCHEDULE
CONTRACT AGREEMENT
GENERAL CONDITIONS / SPECIAL PROVISIONS (Exhibit A)
TECHNICAL PROVISIONS (Exhibit B)
DBE PROVISIONS (Exhibit C)
EEO SPECIAL PROVISIONS (Exhibit D)
NON-COLLUSION AFFIDAVIT (Exhibit E)
DRUG-FREE WORKPLACE AFFIDAVIT (Exhibit F)
BUY AMERICA PROVISIONS (Exhibit G)
REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION
CONTRACTS FHWA-1273 (Exhibit H)
STORMWATER BMP ACKNOWLEDGEMENT (Exhibit I)
DAVIS BACON WAGE DETERMINATION (Exhibit J)
DRAWINGS (Exhibit K)

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) copies of each of which shall be deemed an original on the date first above written.

CITY OF SANDPOINT:

Shelby Rognstad, Mayor

ATTEST:

Maree Peck, City Clerk

CONTRACTOR

Public Works Contractor License Number: _____

Sandpoint Business License Number: _____

By _____
(Signature)

Project: Oak Street Bike Track & Sidewalk, Sandpoint
Key No. 19138

Name _____
(Printed)

Address _____

(SEAL)

ATTEST:

(Signature)

Name _____
(Printed)

Title _____

Exhibit "A"

GENERAL CONDITIONS

Prior to issuing a Notice to Proceed, the City of Sandpoint will require the Contractor to provide a Performance Bond and a Material Bond naming the City of Sandpoint as the beneficiary.

The following standards are hereby incorporated into the contract documents. Copies of these documents are available for purchase from the respective State Agencies. Copies are available for review at the Sandpoint Public Works Department.

1. Idaho Standards for Public Works Construction - 2015
(LHTAC 1436 West Bannock Street, Boise, ID 83702 (208) 344-0565
2. Idaho Department of Environmental Quality - Catalog of Storm Water BMP's for Idaho Cities and Counties September 2005.
3. City of Sandpoint Standard Drawings.
4. The following requirements shall apply:

CHANGES AND EXTRA WORK

The Engineer reserves the right to make, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable

If the alteration or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

The term "significant changes" shall be construed to apply only to the following circumstances:

- a. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

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b. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

DIFFERING SITE CONDITIONS

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

AUTHORITY OF THE ENGINEER AND SUSPENSION OF WORK

If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make adjustment as provided (excluding profit) and modify the contract in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this contract.

MONTHLY PAYMENTS

The Contractor shall pay each subcontractor for satisfactory performance of its contract no later than 20 calendar days from receipt of each payment the Contractor receives. The Contractor shall return retainage to each Subcontractor within 20 calendar days after the Subcontractor's work is satisfactorily completed.

The Contractor shall certify with each estimate payment that payment to Subcontractors has been made within the prescribed time frames. The certification will be made on ITD forms and returned within 20 calendar days of receiving the estimate payment.

These requirements shall also apply to first or lower tier subcontractors.

ACCEPTANCE AND FINAL PAYMENT

The Contractor shall certify the actual total payment to Subcontractors or suppliers. The certification shall be made on ITD forms, and shall be returned within 30 calendar days of receiving the final payment. These requirements shall also apply to first or lower tier subcontractors or suppliers.

The contractor/consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

Standard retainage from partial payments shall not be allowed in order to comply with prompt payment regulations

BUY AMERICA PROVISION

1/16

Ensure all steel or iron materials permanently incorporated into the work has been produced in the United States. All manufacturing processes for these materials including the application of coatings for such materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

Obtain from the manufacturer, certifications which document that steel and iron have been manufactured and that coatings for iron or steel have been applied in the United States. Provide the required certifications to the Engineer prior to incorporating these materials into the work. The Department will also require certifications for manufactured and fabricated products purchased by the Contractor. Buy America requirements apply to any steel or iron components of a manufactured product regardless of the overall composition of the manufactured product and to miscellaneous steel or iron components and hardware which include, but are not limited to, cabinets, covers, shelves, clamps, fittings, sleeves, washers, bolts, nuts, screws, tie wire, spacers, chairs, lifting hooks, faucets, door hinges, etc. The FHWA *Clarification of Manufactured*

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Products under Buy America dated December 21, 2012 which established the 90% threshold and the miscellaneous products exception is no longer valid.

Provide certifications.

The Engineer will permit small quantities of foreign manufactured material so long as their total cost does not exceed 0.1% of the total contract amount or \$2,500 whichever is greater.

Should foreign steel, iron, or applied coatings for iron or steel in excess of the quantities allowed herein become incorporated into the work, remove such materials in excess of the allowable maximum and replace them with materials complying with these specifications at no additional cost to the Department.

Additional Requirements for Federal Aid Projects:

By signature on this proposal, the bidder declares under penalty of perjury under the laws of the United States, that the firm, association, or corporation has not by or through any of its officers, partners, owners, or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this highway project, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this project.

Idaho Statute Title 44 Labor, Chapter 10 Public Works

44-1001. Employment Of Residents Of Idaho – Wage Scale – Federal Funds

In all state, county, municipal, and school construction, repair, and maintenance work under any of the laws of this state the contractor, or person in charge thereof must employ ninety-five percent (95%) bona fide Idaho residents as employees on any such contracts except where under such contracts fifty (50) or less persons are employed the contractor may employ ten percent (10%) nonresidents, provided however, in all cases such employers must give preference to the employment of bona fide Idaho residents in the preference of such work; provided, that in work involving the expenditure of federal aid funds this act shall not be enforced in such a manner as to conflict with or be contrary to the federal statutes prescribing a labor preference to honorably discharged soldiers, sailors, and marines, prohibiting as unlawful any other preferences or discrimination among the citizens of the United States.

Oak St. Bike Lanes Public Meeting 7/24/2013
Community Choices for Idaho Grant Application
Meeting Summary

Location: Sandpoint City Council Chambers

Date: 7/24/2013

Time: 5:30 – 7:00

Attendance: 7 individuals total: 4 public, 2 staff and 1 City Council Member. One Citizen who did not attend the meeting offered comments via a phone call.

A brief summary of the meeting:

Bruce Robertson led the meeting which started at 5:30. He gave a brief history of the efforts to improve Oak St. from Boyer Ave. east to Fourth Ave. A printed synopsis was available at the meeting and has been attached. Bruce provided aerial photos of the area and drawings of the proposed work on the projection screens.

Verbal comments questioned the safety of the separated bike lane merging with traffic lanes at intersections, questioned the loss of perpendicular parking, and questioned the expense of the project. Comments supported the goal of getting a 10 year old to City Beach on their own safely, a specific bicycle and pedestrian route into downtown, and the interconnected bike path system.

The meeting closed about 7:10.

Summary of Written Comments: 4 written comment forms were turned in.

Things I Like:

“None of it!”

“Bike Lane Idea”

“Widened street w/ bumped out corners”

“Consistent sidewalks”

“Separated bike lanes are the safest way for citizens to bicycle through busy downtown.

If we want to see an increase in youth traveling down Oak to City Beach, we need this project to be built.”

“Like that care was taken to not hurt mature trees”

“Making the effort to provide for biking safety”

Things I don't like:

“Not a good plan”

“Extra curb separating parked cars from bike lane”

“Eliminate curbed bike lane and center sharrow. Could live with curbed bike lane if there were directional and continuity indicators”

Suggestions for Improvements:

“Re-do Oak from 4th to 3rd

“All the way to Boyer Ave. save the 8’ of concrete & curbs.” (by deleting bike path)

“Prefer painted bike lanes in the main traffic lane”

“Oak St. between 6th & 5th is desperate for improvement, sidewalks, and parking consistency”

“Like to see painted bike box at intersections for improving awareness for drivers that bicyclists will be crossing and may be turning at intersections”

“Storm water treatment on the north side of Oak between 6th and 5th be similar to 2nd Ave. between Main and Pine”

Other Comments:

“Will people use it?”

“Is it safer?”

“At some time in one’s travel between places in Sandpoint to City Beach, cars and bicycles will need to mix. Having multiple styles of roadways, bikeways, I think will be confusing.”

“Public education and signage will be needed for the rules involved.”

“Need real bike education about how to ride bikes in.”

The person who gave comments by phone suggested that:

1. Her main concern was that we involve an arborist to help preserve existing trees
2. The curb separating the bike lane could cause problems with snow removal
3. The bike lane inside the parking area seemed dangerous and unnecessary, paint would suffice.
4. She liked the improved pedestrian access.

For further information, please contact:

Bruce Robertson
1123 Lake St.
City of Sandpoint
(208) 255-1877
brobertson@ci.sandpoint.id.us

Oak Street Bike Lanes & Sidewalks Project
Open House Tuesday, 7/11/17

	Comments	Design Team Recommendation	Design Team Comments
1	Protect Trees as much as possible	Agreed - Protecting existing large trees has always been a project goal.	The design has been modified to keep the existing curb location between Boyer and Sixth and to relocate the south curb from Sixth to Fifth 2.5 ft rather than 4 ft.
2	Do Not Widen Oak ST From Boyer to Sixth Ave	Agreed - Maintianing existing sharrows rather than installing advisory bike lanes would maintain existing curb lines	This block of the project is residential in nature. Less skilled bike riders can still use the sidewalk in this area. Maintaining curb lines protects trees & reduces project cost.
3	Fix Sidewalks	Agreed - all sidewalk & corner upgrades have been kept in the revised plans.	Providing an ADA route from Boyer across Fifth is still a high priority.
4	Install a RRFB at Boyer & Oak intersection	No Change	RRFB's are not in the scope of the original grant appliction putting them on the west side of Boyer would expand the project area.
5	Include diagonal parking with a separeted bike path in front of the parked cars	Agreed. A modified version of Option "B", which included diagonal parking has been adopted.	A Plan that includes 30 degree diagonal parking has been proposed. A separated bike path in front of the cars is included.
6	Do not Include diagonal parking	Option "A" (no diagonal parking) was not selected, but the primary concern - bikes traveling behind cars as they back out - has been addressed	The plan was modified to include a separated bike path in front of the diagonally parked cars.

Oak Street Bike Lanes & Sidewalks Project
Open House Tuesday, 7/11/17

	Comments	Design Team Recommendation	Design Team Comments
7	Install a public bike repair station	No Change	Providing a bike repair station is beyond the scope of the project
8	Reduce Oak travelway	Agreed	The motor vehicle travel lane width with diagonal parking (Sixth to Fifth has been reduced from 22 ft. to 20 ft.
9	Move south side sidewalk away from trees	No Change	This would require ROW acquisition or a permanent easment. The project time frame is too short to include use of private property in the work scope.
10	Boyer to Sixth with no bulb-outs	Agreed	The existing SW corner of the Church/Sixth intersection is ADA compliant. The NW corner can be brought into ADA compliance without a bulbout.
11	Advisory Bike Lanes are adequate	No New Adviosry Bike Lanes	Advisory bike lanes require maximum widening of the street curb and leave bicyclists traveling next to motor vehicle lanes.
12	Post a lower speed limit	No Change	The project design includes significant traffic calming ammenities.

Oak Street Bike Lanes & Sidewalks Project
Open House Tuesday, 7/11/17

	Comments	Design Team Recommendation	Design Team Comments
13	Install only separated bike lanes	Agreed	Advisory bike lanes were removed from the plan in lieu of separated bike lanes from Sixth to the east side of Fifth. Existing Advisory Bike Lanes will remain between Fifth and Fourth at this time
14	Cycle Track at curb elevation	Agreed	The cycle track has always been designed at the top-of-curb elevation.
15	Add a Handicap parking spot	Agreed	An accessible parking spot will be added to the Sixth to Fifth block on the south (parallel parking) side.
16			
17			
18			

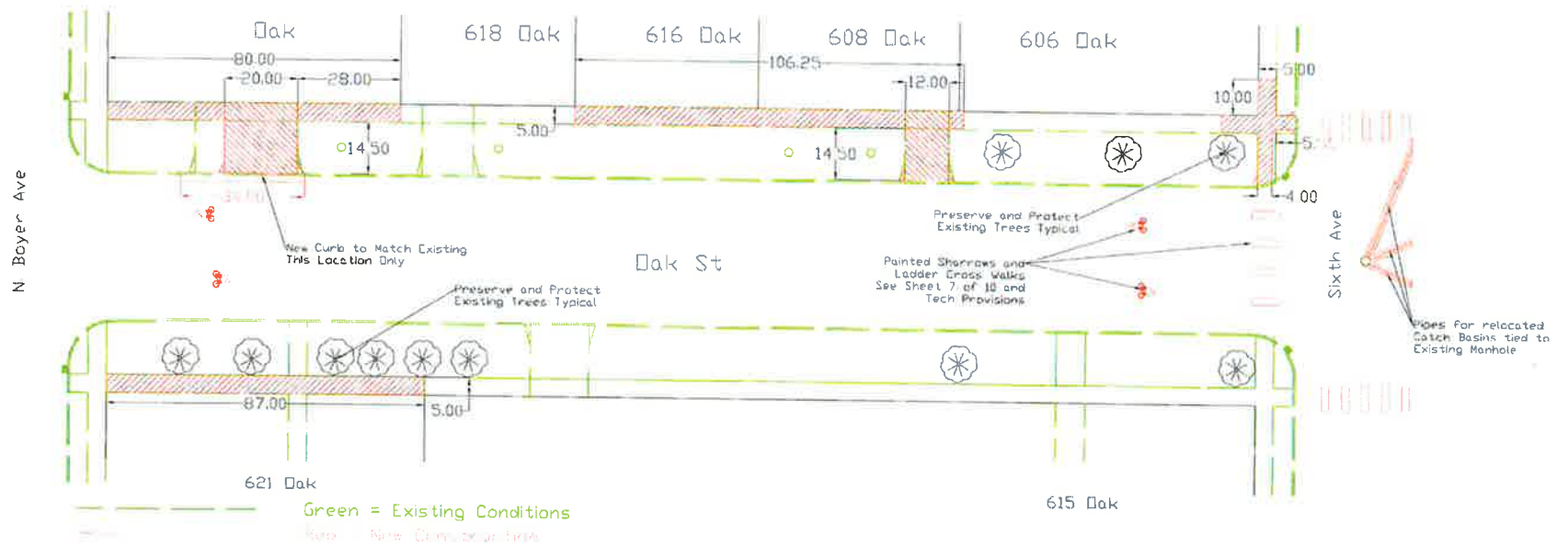


Project Location



City of Sandpoint, Idaho
Drawing Set is Contract Exhibit "K"

Sheet Title:			
Vicinity Map (Contract Exhibit "K")			
Project: KN 19138			
Oak Street Bike Track & Sidewalk			
City of Sandpoint			
1123 Lake St, Sandpoint, ID 83864			
Drawn By	Date	Revision	Sheet 1 of 10
BWR	9/21/17		



- 650 SF 6' Concrete
- 1450 SF 4' Concrete
- 34 LF Curb & Gutter
- 4 EA Truncated Dome Panel
- 70 LF 6' 3034 Pipe
- 80 TN 3/4' Minus Gravel
- 20 CY Sandy Loam Top Soil
- 5 TN 3' Asphalt Patch
- 280 SF Line Striping

0 10 20 30 40 50 100
1 in. = 30 ft for 11" X 17" Prints

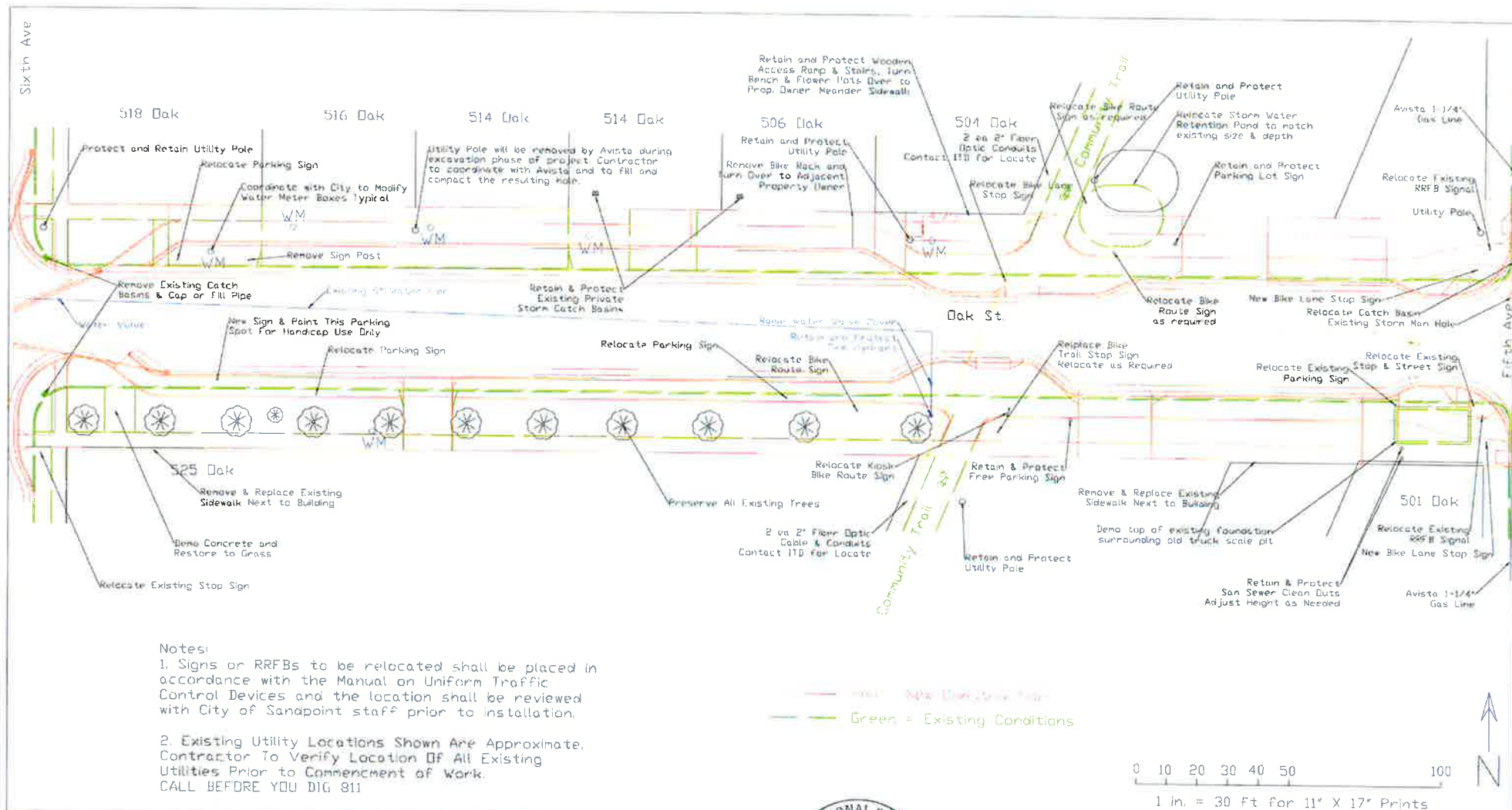


Project: Oak St. Bike Track & Sidewalk

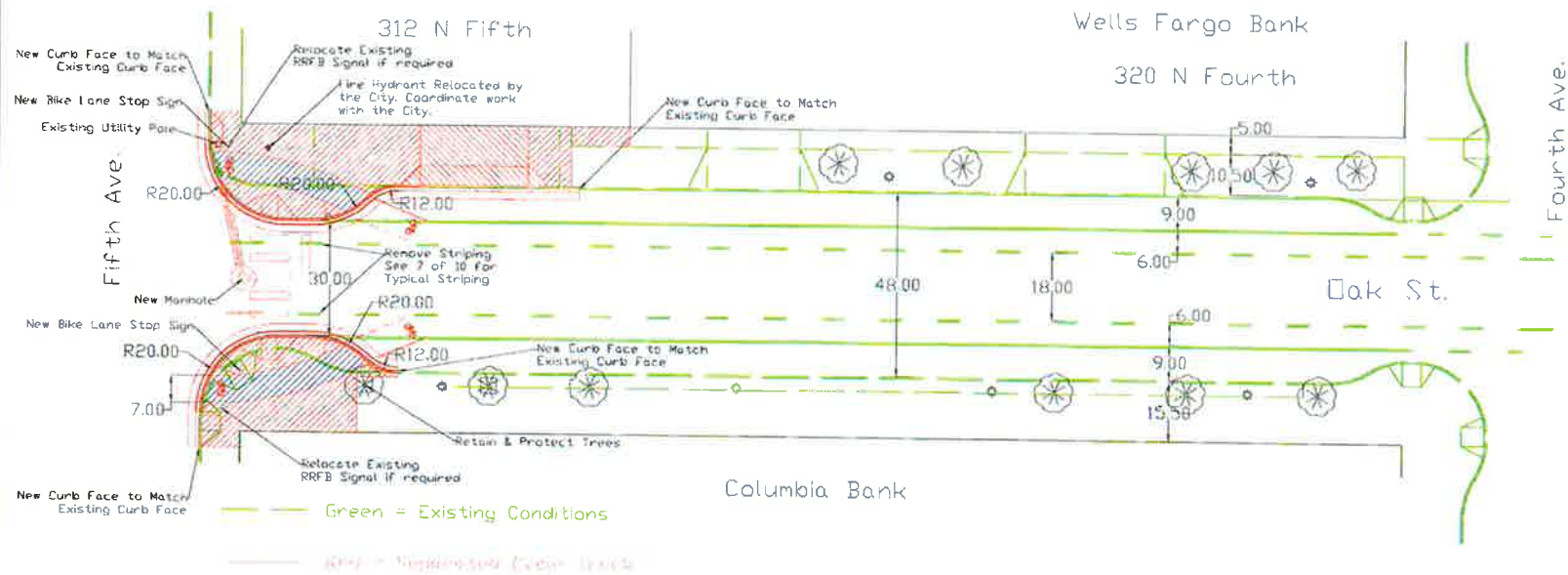
Sheet Title: Oak - Boyer to Sixth



City of Sandpoint	Date 9/27/17	Sheet No
1123 Lake St	Revised	2 of 10
Sandpoint, ID 83864		
PW Dept (208) 255-1877	Drawn by BWR	



Project: Oak St. Bike Track & Sidewalk		City of Sandpoint 1123 Lake St Sandpoint, ID 83864 PW Dept (208) 255-1877	Date 9/18/17 Revised	Sheet No. 4 of 10
Sheet Title: Oak-6th to 5th, Existing Utilities & Signs Plan		Drawn by BWR		



- 475 SF 6' Concrete
- 1775 SF 4' Concrete
- 575 SF 4' Colored Concrete
- 65 LF 6' Curb & Gutter
- 135 LF Armored Curb & Gutter
- 8 EA Truncated Dome Panel
- 1 EA Manhole
- 1 EA Catch Basin WSDOT
- 25 LF 8" 3034 Pipe
- 150 TN 3/4" Minus Gravel (Sidewalk, Curb base)
- 11 TN 3" Asphalt Patch
- 245 SF Line Stripe
- 2 EA Signs
- 2 EA RRFB Foundation



0 10 20 30 40 50 100
1 in. = 30 ft for 11' X 17' Prints

Project:

Oak St. Bike Track & Sidewalk

Sheet Title:

Oak - Fifth to Fourth



City of Sandpoint

1123 Lake St

Sandpoint, ID 83864

PW Dept (208) 255-1877

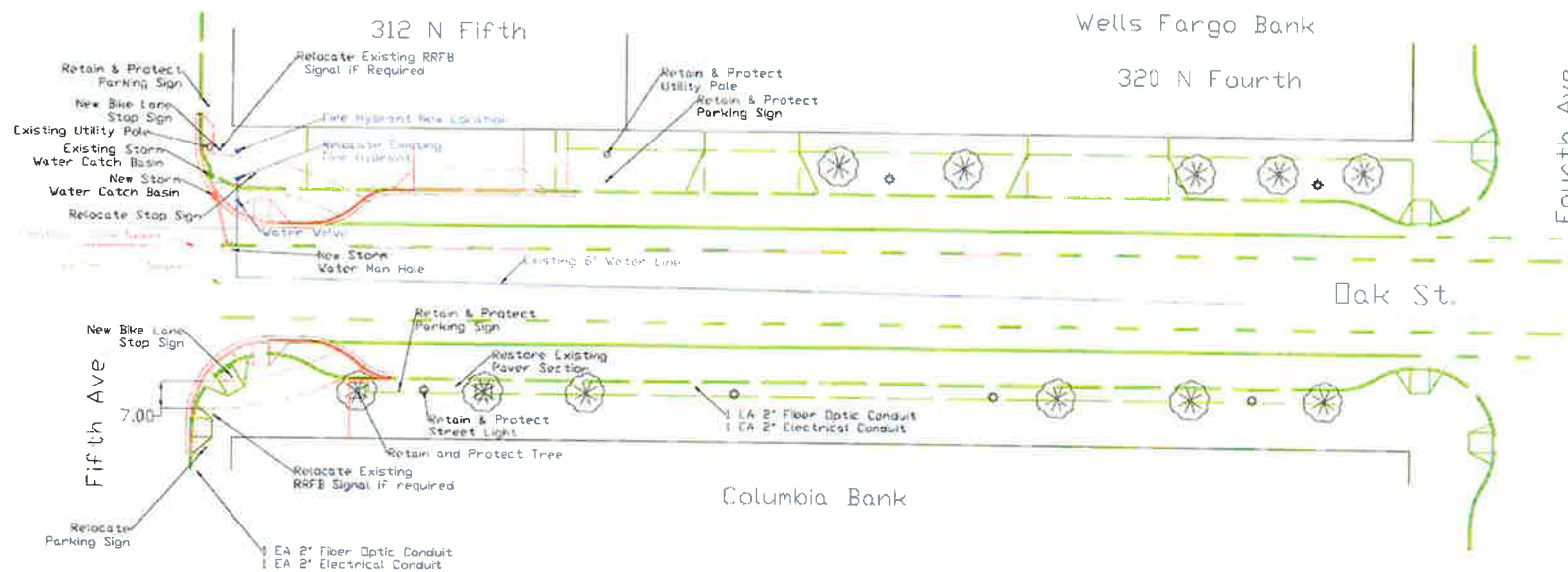
Date 9/18/17

Revised

Drawn by BWR

Sheet No.

5 of 10



Notes:

1. Signs or RRFBs to be relocated shall be placed in accordance with the Manual on Uniform Traffic Control Devices and the location shall be reviewed with City of Sandpoint staff prior to installation.

2. Existing Utility Locations Shown Are Approximate. Contractor To Verify Location Of All Existing Utilities Prior to Commencement of Work. CALL BEFORE YOU DIG 811

Red = New Work
Green = Existing Conditions



0 10 20 30 40 50 100
1 in. = 30 ft for 11" X 17" Prints

Project:

Oak St. Bike Track & Sidewalk

Sheet Title:

Oak - Fifth to Fourth, Existing Utilities & Signs



City of Sandpoint:

1123 Lake St

Sandpoint, ID 83864

PW Dept (208) 255-1877

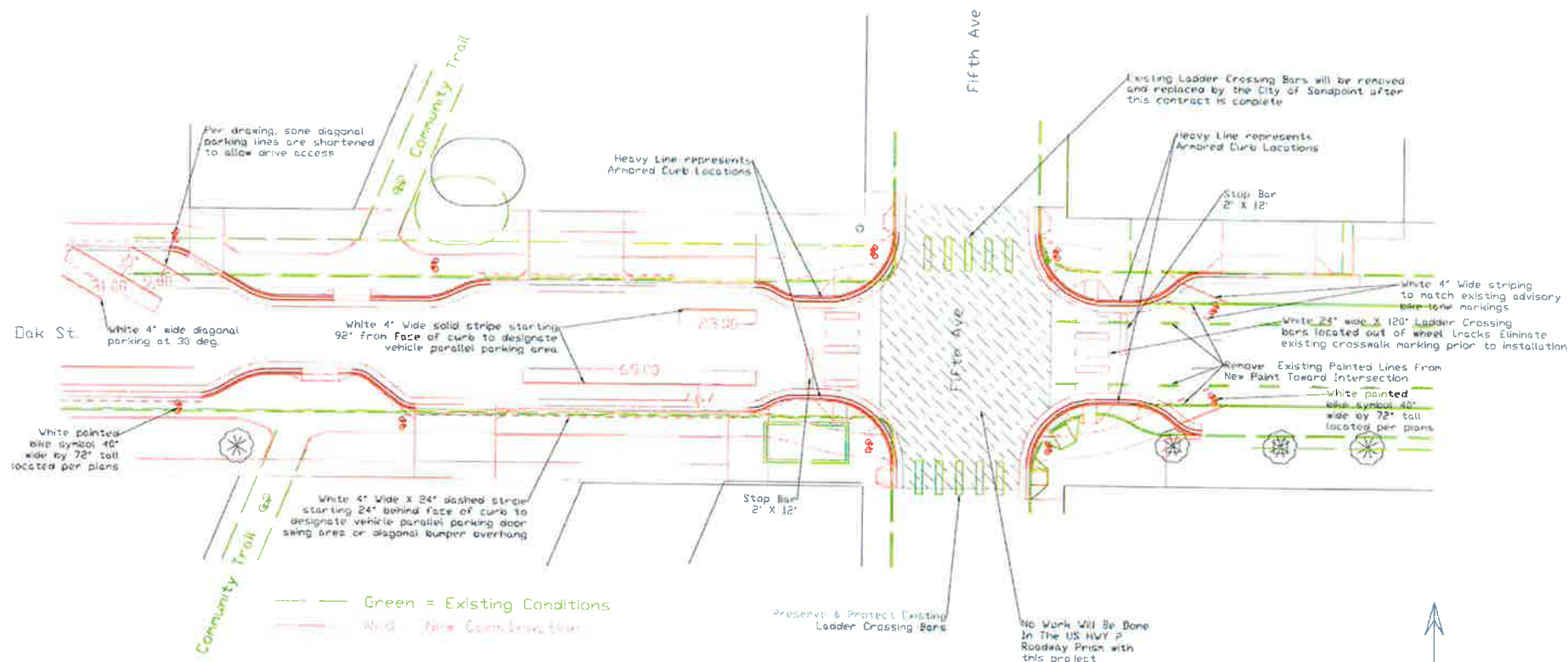
Date 9/18/17

Revised

Drawn by BWR

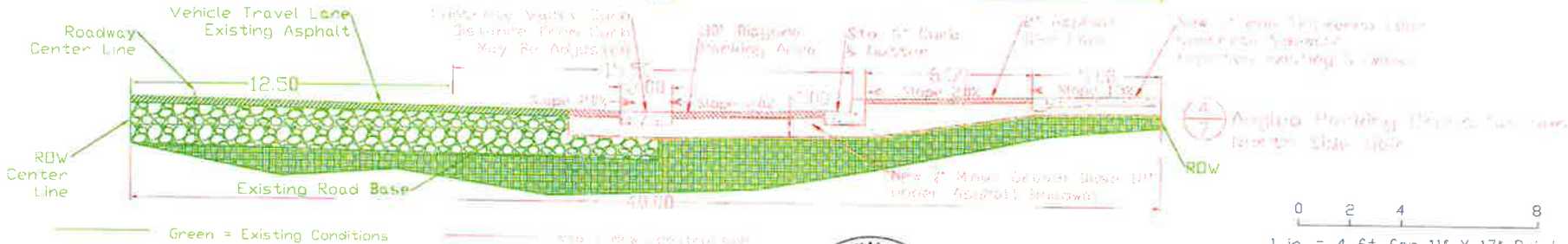
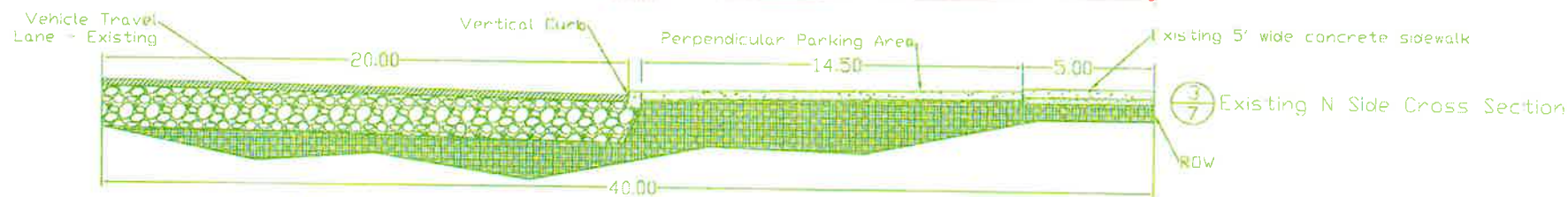
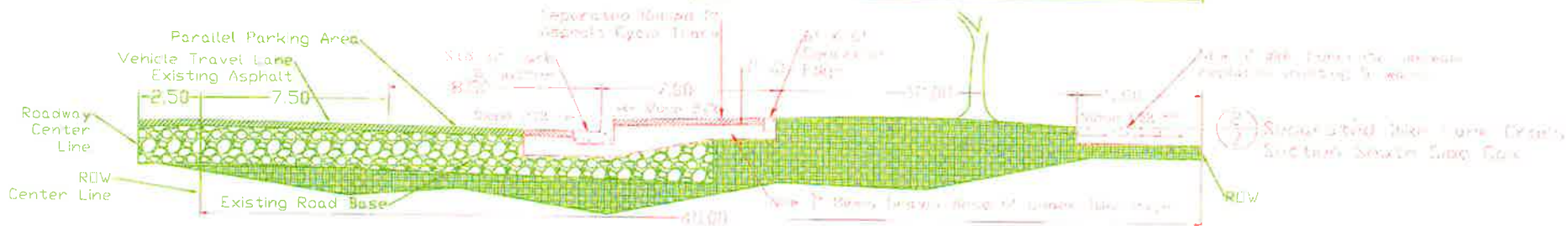
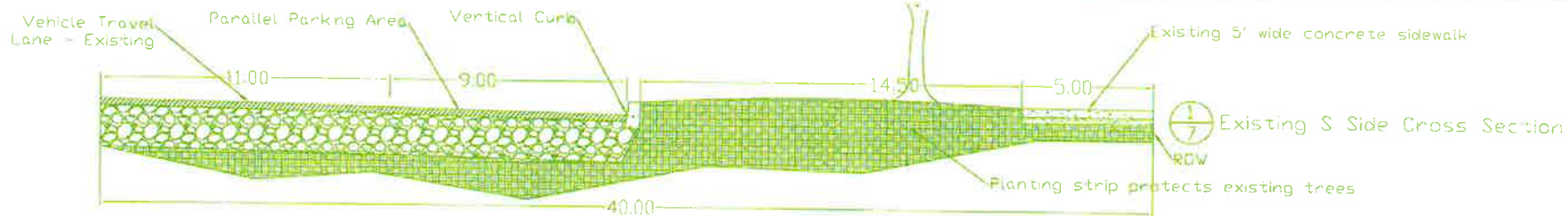
Sheet No.

6 of 10



Note:
This page contains specifications and instructions for painting that are typical for all pages.

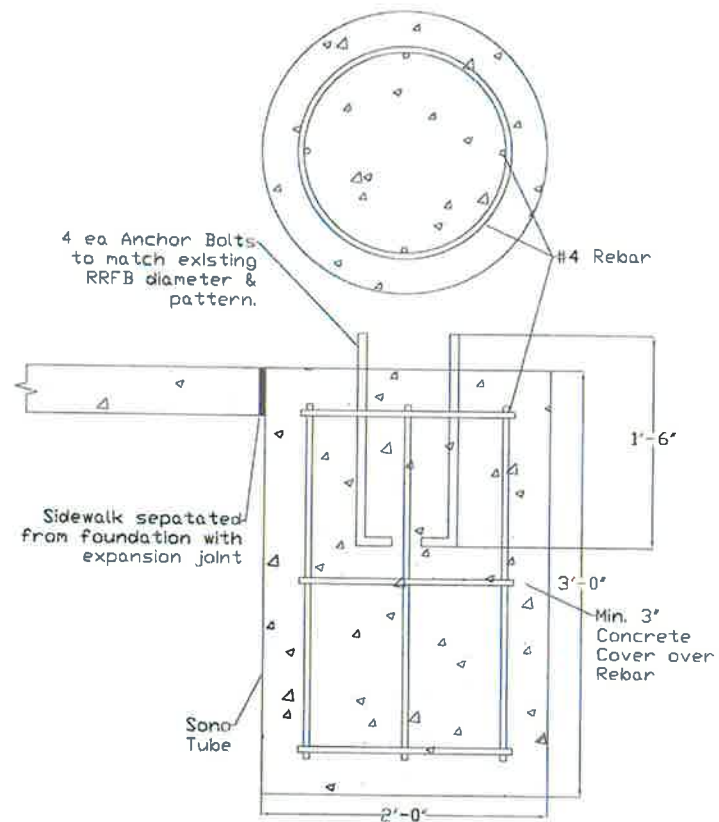
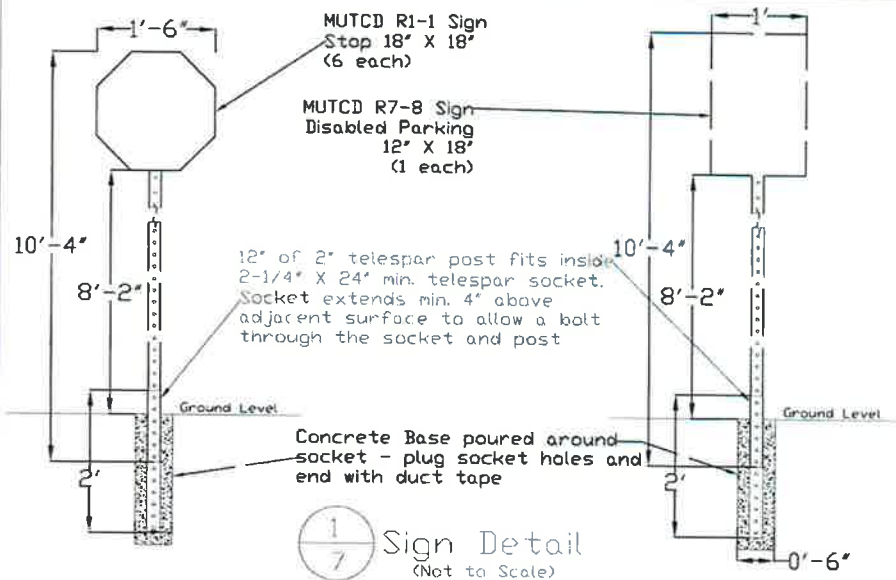
Project:	Oak St. Bike Track & Sidewalk		
Sheet Title:	Oak & Fifth Intersection with Typical Paint		
	City of Sandpoint	Date 9/22/17	Sheet No.
	1123 Lake St	Revised	
	Sandpoint, ID 83864		7 of 10
	PW Dept (208) 255-1877	Drawn by BWR	



Green = Existing Conditions

0 2 4 8
1 in. = 4 ft for 11" X 17" Prints

Project:	Dak St. Bike Track & Sidewalk		City of Sandpoint	Date 9/18/17	Sheet No.
Sheet Title:	Typical Cross Sections from Sixth to Fifth		1123 Lake St	Revised	8 of 10
			Sandpoint, ID 83864		
			PW Dept (208) 255-1877	Drawn by BWR	



Project:

Oak St. Bike Track & Sidewalk

Sheet Title:

Details 1



City of Sandpoint

1123 Lake St

Sandpoint, ID 83864

PW Dept (208) 255-1877

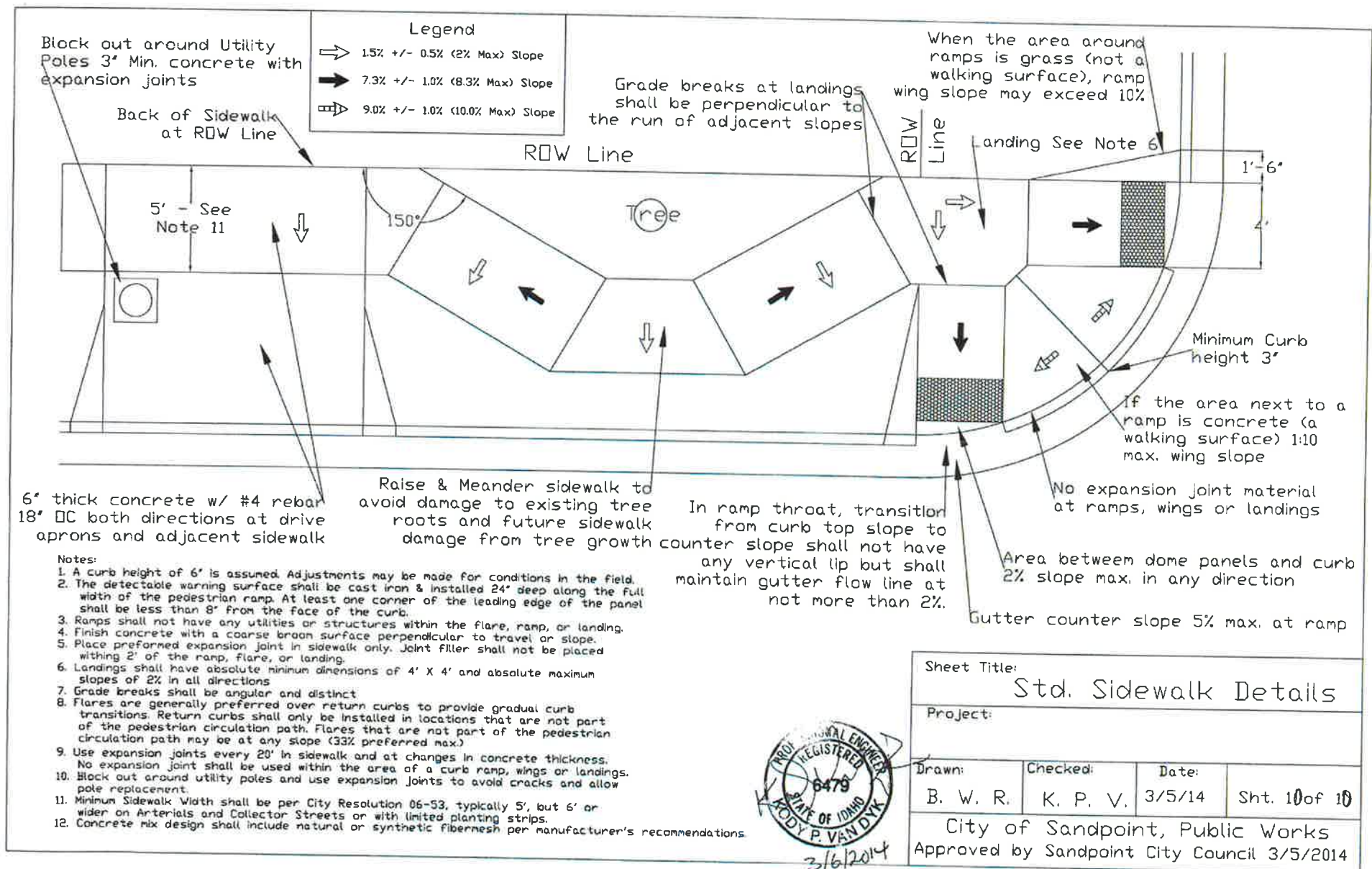
Date 9/18/17

Revised

Drawn by BWR

Sheet No.

9 of 10



Sheet Title:			
Std. Sidewalk Details			
Project:			
Drawn:	Checked:	Date:	
B. W. R.	K. P. V.	3/5/14	Sht. 10 of 10
City of Sandpoint, Public Works			
Approved by Sandpoint City Council 3/5/2014			